

### III. BASIS OF COMPENSATION

LSP agrees to pay SWBT a per record charge for billable message records and/or access usage records that are received from the LSP and destined for delivery to another location for billing, at the rates listed below:

Per Record Charge	
Full Status RAO Company	
In Region Network	\$ .037
National CMDS Network	\$ .040
Non-Full Status RAO Company	
In Region Network	\$ .042
National CMDS Network	\$ .045

As part of this per record charge, SWBT will provide Confirmation and/or Error Reports and any Intercompany Settlement (ICS) Reports, such as the Bellcore Client Company Calling Card and Third Number Settlement System (BCC CATS), as needed.

LSP agrees to pay SWBT a per record charge for billable message records and/or access usage records which are entered on a magnetic tape or data file for delivery to the LSP, at the rate listed below:

Per Record Charge	\$ .003
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SWBT is participating in the development of a Non-Intercompany Settlement report. Once developed, SWBT will make it available to LSP at a per monthly charge. LSP, at its option, can obtain the report from SWBT by agreeing to pay the monthly charge.

### IV. MONTHLY BILLING

Billing statements detailing charges for services provided by SWBT will be rendered monthly by SWBT to the LSP. Remittance in full by the LSP will be made within 30 days of the billing date.

### V. LIABILITY

- A. Any failure to populate accurate information in accordance with Section II.A. will be the responsibility of the LSP.
- B. SWBT will not be liable for any costs incurred by the LSP when the LSP is transmitting data files via data lines and a transmission failure results in the non-receipt of data by SWBT .
- C. SWBT SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RESULTING FROM, OR ARISING OUT OF, OR IN CONNECTION WITH, THIS APPENDIX.
- D. SWBT shall not be liable for any losses or damages arising out of errors,

interruptions, defects, failures, or malfunction of the services provided hereunder, including any and all associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SWBT. Any losses or damage for which SWBT is held liable under this Appendix shall in no event exceed the amount of charges made for the services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

- E. The LSP agrees to release, defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the LSP, its customers or end users. The LSP shall defend SWBT against all end user claims just as if LSP had provided such service to its end users with its own employees.
- F. The LSP also agrees to release, defend, indemnify and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by SWBT employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.

#### VI. DISCLAIMER OF WARRANTIES

SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY LSP WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

**APPENDIX FGA**  
**SEPTEMBER 1996**

## APPENDIX FGA

This Appendix sets forth the terms and conditions under which the Parties will distribute revenue from the joint provision of Feature Group A (FGA) Switched Access Services.

These services will be provided within a Local Access and Transport Area (LATA) and/or an Extended Area Service (EAS) arrangement. The Primary Company shall compensate the Secondary Company only to the extent that it has not already been compensated under its' interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.

### I. DEFINITIONS

- A. **"Local Access and Transport Area" ("LATA")** means a pre-established geographic area encompassing one or more local exchange areas within which a Party may provide telecommunications services.
- B. The term **"Extended Area Service" ("EAS")** as used in this Appendix means the provision of message telephone exchange service between two or more local exchange service areas without a toll charge.
- C. **"Subscriber Access Lines"** shall mean a communications facility provided under a general and/or exchange service tariff extending from a customer premise to a central office switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.
- D. **"Feature group A Switched Access Service"** includes all facilities and services rendered in furnishing FGA access services, both in EAS and non-EAS (i.e., LATA wide terminations) areas, in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate access service tariffs of the Parties.
- E. The **"Primary Company"** denotes the Party with the Primary office(s).
- F. The **"Primary Office"** is an office which: (1) directly or jointly connects to an interexchange carrier and/or end user; and (2) provides joint FGA switched access service to that interexchange carrier and/or end user with other end offices.
- G. The **"Secondary Company"** denotes the Party with the secondary office(s).
- H. The **"Secondary Office"** is any office involved in providing joint FGA switched access service to an interexchange carrier and/or end user through the switching facilities of the Primary office.

- I. **"Revenues"** under this Appendix are those FGA Switched Access amounts due the Primary and Secondary Companies under their applicable tariffs, less uncollectible revenues. Revenues for any other services are not included. Uncollectible revenues are those revenues the Primary Company is unable to collect, using its regularly established collection procedures. The Primary Company may offset uncollectibles against current revenue distribution.
- J. **"Access Minutes" or "Minutes of Use" ("MOU")** are those minutes of use as described in Part 69 of the Federal Communications Commission's Rules, and are limited to those FGA MOU which originate and/or terminate in the Secondary Office(s) covered by this Appendix.
- K. **"Currently Effective Tariff Rate"** means the approved tariff rate effective on the first day of the month for which compensation is being calculated.

## **II. UNDERTAKING OF THE PARTIES**

- A. The Secondary Company shall notify the Primary Company of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least 30 days in advance of their effective date. Revenue distribution shall be based on the revised rates 45 days after the effective date of the tariff revisions. However, if the Secondary Company fails to notify the Primary Company of a new rate within 30 days of its effective date, the Primary Company may delay implementation of the new rate until the next month's revenue distribution cycle, and shall not be required to adjust the previous bills retroactively. Further, notwithstanding the currently effective tariff rates of a party other than SWBT, revenue distribution shall not be based upon any such rate if it exceeds SWBT's comparable rate. If the non-SWBT rate exceeds this amount, compensation shall be based upon the SWBT rate.
- B. Each party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of revenue, or otherwise to execute the provisions of this Appendix.

## **III. ADMINISTRATION OF REVENUE DISTRIBUTION**

The Primary Company will be responsible for the administration, computation and distribution of the FGA access service revenues collected on behalf of the Secondary Company.

## **IV. MINUTES OF USE (MOU) DEVELOPMENT**

The Parties shall calculate the amount of FGA revenues due each Party, by determining the amount of FGA MOU attributable to each Party as described below.

A. Terminating MOU Development

Actual monthly premium (charged at equal access end offices) and non-premium (charged at non-equal access end offices) terminating FGA access MOU for each office in the LATA or a FGA access EAS area will be measured by the Primary Company.

Where the Primary Company bills, but cannot measure or identify the terminating FGA MOU by end office (i.e., as when a minimum monthly usage charge (MMUC) is applied), terminating MOU will be total unmeasured MOU allocated to the LATA. In this event, those MOU will be distributed based upon the ratio of each Party's subscriber access lines, as identified in Exhibit B, which is attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company.

B. Originating MOU Development

The Primary Company will derive and distribute monthly originating FGA access MOU, billed by the Primary Company, to each Secondary Company's end offices in the EAS calling area, as identified in Exhibit A, which is attached hereto and is made a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the appropriate EAS area as determined by the Primary Company.

The Parties recognize that since originating non-EAS calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOU shall not be distributed to end offices outside an EAS calling area.

V. CALCULATION OF REVENUE DISTRIBUTION

- A. The amount of premium or non-premium revenues due each Party each month shall be equal to the sum of Originating and Terminating premium or non-premium revenue for each end office. These revenues shall be calculated by the Primary Company by multiplying each of the Secondary Company's effective interstate and/or intrastate FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculated under Sections IV.A. and B.
- B. Local Transport (or its equivalent under the Secondary Company's tariff and called "Transport" in this agreement) compensation will be determined for each company by multiplying each of the Secondary Company's Transport rates by the appropriate MOU (as calculated under Sections IV. A. and B.) by the Secondary

Company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B.

**VI. REVENUE DISTRIBUTION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS**

- A. The Primary Company each month will calculate and prepare a monthly compensation statement reflecting the revenue distribution amounts for FGA, both EAS and non-EAS, access service due the Secondary Company.
- B. The monthly compensation statement will show, for each Secondary Office, separately:
  - 1. The total number of non-premium or premium terminating MOU and revenues.
  - 2. The total number of non-premium or premium originating MOU and revenues.
  - 3. The total compensation due the Secondary Company, by rate element.
  - 4. The number of terminating MOU recorded by the Primary Company.
  - 5. The number of originating MOU estimated by the Primary Company pursuant to Section IV. B.
  - 6. The number of access lines used to prorate originating usage pursuant to Section IV. B.
  - 7. The percent ownership factor, if any, used to prorate Local Transport revenues.
  - 8. Adjustments for uncollectibles.
- C. As soon after the end of each billing period as is practical, the Primary Company shall remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

**VIII. MISCELLANEOUS PROVISIONS**

This Appendix shall remain in effect until terminated by thirty (30) calendar days' notice by either Party to the other.

**Exhibit A****EAS Locations for Originating and Terminating****Feature Group A Access Service**

Primary Office Company		Secondary Office Company		
<u>CLLI CODE</u>	<u>NPA-NXX</u>	<u>CLLI CODE</u>	<u>NPA-NXX</u>	<u>ACCESS LINES</u>
SNANTXCA03T		SNANTX67WEL	To be	To be updated
DLLSTXTA03T		DLLSTXAXWCP	determined	every 30 days
HSTNTX0801T		HSTNTX27WNH		
WACOTX		WACOTX88WNX		
FTWOTXED03T		FTWOTXHSAMD		
AUSTTXGR06T		AUSTTX90FMD		
OKCYOK		OKCYOK267MD		
TULSOK		TULSOK236MD		
KSCYMO		KSCYMO		
KSCYKS		KSCYKS		
LTRKAR		LTRKAR		



**Exhibit B**

**Location for LATA Wide Termination**  
**of Feature Group A Access Services in**

**Non-EAS Calling Areas**

**SECONDARY OFFICE**

**COMPANY**

<u>CLLI CODE</u>	<u>NPA-NXX</u>	<u>Access Lines</u>	<u>% Ownership of Transport Facilities</u>	<u>LATA</u>
SNANTX67WEL	To be deter- mined	To be updated every 30 days	To be jointly determined at a later date.	San Antonio
DLLSTXAXWCP				Dallas
HSTNTX27WNH				Houston
WACOTX88WNX				Waco
FTWOTXHSAMD				Dallas
AUSTTX90FMD				Austin
OKCYOK267MD				
TULSOK236MD				
KSCYMO				
KSCYKS				
LTRKAR				

**APPENDIX CELLULAR**  
**SEPTEMBER 1996**

## Appendix CELLULAR

This Appendix sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Cellular Interconnection Service for calls terminating through the Parties' respective wireline switching networks within a Local Access and Transport Area ("LATA"). LSP shall be compensated under this Appendix only to the extent that it has not already been compensated under other tariffs, settlement agreements or contracts. This Appendix is subject to the terms and conditions of applicable tariffs.

### I. DEFINITIONS

- A. Cellular Interconnection Service - Origination and termination of calls between a Cellular Mobile Carrier's (CMC's) Mobile Telephone Switching Office (MTSO) through SWBT's point of switching for the interchange of traffic with the network.
- B. Cellular Geographic Service Area ("CGSA") - The geographic area within which the cellular carrier is authorized to provide service under a single license under Part 22 of the FCC Rules and Regulations.
- C. Cellular Mobile Carrier ("CMC") - A radio common carrier provider of domestic public cellular telecommunication service, as defined in Part 22, Subpart K, of the FCC Rules and Regulations.
- D. End Office - A SWBT or LSP switching system where exchange service customer station loops are terminated for the purpose of interconnection to each other and to the network.
- E. End Office Rate Center - An end office selected by the CMC for rating or measuring purposes of type 2A cellular interconnection.
- F. Local Access and Transport Area ("LATA") - A geographic area marking the boundaries beyond which a Bell Operating Company formerly could not carry telephone calls pursuant to the terms of the Modification of Final Judgment (MFJ), U.S. vs. American Tel. & Tel. Co., 552 F. Supp. 131 (D. D. C. 1982), affirmed sub nom. Maryland v. United States, 460 U.S. 1001 (1983).
- G. Local Calling Area or Local Calling Scope - That area in which the message telephone exchange service between two or more end offices, without a toll charge, is provided.
- H. Minutes of Use (MOU) - For the purposes of this Appendix, MOU means the Terminating Traffic as recorded by the Primary Company.

- I. Mobile Telephone Switching Office ("MTSO") - A CMC's switching equipment or terminal used to provide the CMC's switching services or, alternatively, any other point of termination designated by the CMC. The MTSO directly connects the CMC's customers within its CGSA to the Primary Company's facilities.
- J. Primary Company - The Party that provides the End Office or Tandem Office where the CMC chooses to connect terminating traffic. The Primary Company also bills the CMC for Cellular Interconnection Service.
- K. Revenues - Those monies the Primary Company bills and collects from the CMC for jointly provided Cellular Interconnection Service, using the Primary Company's applicable Cellular Interconnection Service tariffs or contracts.
- L. Secondary Company - The Party that receives Terminating Traffic from the Primary Company.
- M. Tandem office - A Party's switching system that provides an intermediate switching point for traffic between end offices or the network.
- N. Terminating Traffic - That traffic which is delivered by a CMC to the Primary Company for termination at a point on the intraLATA wireline switching network.

## II. ADMINISTRATION OF REVENUE DISTRIBUTION

- A. The Primary Company will compute, bill, collect and distribute the revenue for jointly provided Cellular Interconnection Service for calls terminating within a LATA. On jointly provided Cellular Interconnection Service, the Primary Company shall share the Local Transport (LT) Revenues as described below with the Secondary Company. The Primary Company shall distribute applicable Local Switching (LS) and Carrier Common Line (CCL) charges which are collected from the CMC to the Secondary Company, as described below.
- B. When LSP is the Secondary Company, distribution of revenues will be computed using the rate elements as defined in SWBT's applicable cellular interconnection tariff.
- C. When SWBT is the Secondary Company, distribution of revenues will be computed under terms and conditions comparable to those under which LSP receives revenues as a Secondary Company.

- D. For Terminating Traffic, actual monthly cellular MOU for each office in the LATA will be measured by the Primary Company or provided to the Primary Company by the CMC in those cases where the Primary Company is unable to measure the actual terminating usage.
- E. Each month, the amount of CCL and LS revenue (based on the rates in the Primary Company's applicable tariffs) due the Secondary Company from the Primary Company will be determined by totaling the actual terminating MOUs associated with each of the Secondary Company's end offices and multiplying those MOUs by the appropriate rates as set out above. The LT revenues due to the Secondary Company shall be determined for each Secondary Company end office by multiplying the billed MOUs by the appropriate LT rate multiplied by the applicable end office percentage ownership of facilities listed in Exhibit A to this Appendix.
- F. The Primary Company will prepare a revenue and usage statement on a monthly basis. Within 90 calendar days after the end of each billing period, except in cases of disputes, the Primary Company shall remit the compensation amount due the Secondary Company. When more than one compensation amount is due, they may be combined into a single payment. No distribution shall be made for revenue the Primary Company is unable to collect.
- G. The revenue and usage statement will contain the following information:
  - a. The number of MOU for each of the Secondary Company's end offices, the corresponding rate elements to be applied to the MOU for each end office, and the resulting revenues;
  - b. The total of the MOU and revenues for the Secondary Company;
  - c. The percent ownership factor used to calculate the distribution of Local Transport revenues; and,
  - d. Adjustments for uncollectibles.
- H. The Parties agree that revenue distribution under this Appendix will apply as of the effective date of the Interconnection Agreement. The Primary Company will start revenue distribution on usage within 60 calendar days from the date this Appendix is effective.

### **III. TERMINATION PROVISIONS**

- A. This Appendix shall remain in effect until terminated by either Party upon a minimum of 30 calendar days written notice by such Party to the designated representative of the other.
- B. This Appendix may be terminated by an order of an appropriate regulatory commission or a court of competent jurisdiction.

### **IV. MISCELLANEOUS PROVISIONS**

- A. Exhibit A to this Appendix is attached and incorporated into this Appendix by reference. From time to time, by written agreement of both parties, new Exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit A previously in effect.
- B. Each party will, promptly upon request, furnish to the other such information as may reasonably be required to perform under this Appendix.

### **V. NOTICE**

In the event any notices are required to be sent under the terms of this Appendix, they shall be sent by registered mail, return receipt requested to:

If to LSP:

Ken Melley, Jr.  
9311 San Pedro, Suite 100  
San Antonio, Texas 78216

If to SWBT:

Jan Brainard  
One Bell Plaza, Room 0522  
Dallas, Texas 75202

**Exhibit A**

**Effective Date** - Date on which the Interconnection Agreement becomes effective

**Southwestern Bell Telephone Company**  
**(Primary Company)**

**USLD**  
**(Secondary Company)**

**End Office Percent Ownership**  
**of Local Transport Facilities**

**CLLI Code**

**NPA-NXX**

**% Ownership of**  
**Transport Facilities**

**SNANTXCA03T**  
**DLLSTXTA03T**  
**HSTNTX0802T**  
**WACOTX**  
**FTWOTXED03T**  
**AUSTTXGR06T**  
**OKCYOK**  
**TULSOK**  
**KSCYMO**  
**KSCYKS**  
**LTRKAR**

**To be determined**

**To be jointly determined**  
**At a later date.**

**APPENDIX RESALE**

**SEPTEMBER 1996**



## Appendix RESALE

This Appendix sets forth the rates, terms and conditions for those services available for sale at retail to end users which are made available to LSPs by SWBT for resale.

1. For services included in this Appendix, the rules and regulations associated with the corresponding tariffs apply except for applicable resale restrictions, which are offered through tariffs by SWBT to its end users and except as otherwise provided herein.
2. LSP shall only sell Plexar services to a single end user or multiple end users on contiguous properties.
3. Except where otherwise explicitly provided in the corresponding tariffs, LSP shall not permit the sharing of a service by multiple end users or the aggregation of traffic from multiple end users onto a single service.
4. The LSP shall resell these telecommunications services only to the same class of customers to which SWBT sells the services, e.g. residence service may not be resold to business customers.
5. The LSP shall not use a resold service to avoid the rates, terms and conditions of SWBT's corresponding retail tariff.
6. The LSP shall not use resold local exchange telephone service to provide access services to interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that LSP may permit its end users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
7. LSP shall not, without SWBT's written authorization, offer the resale services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SWBT or its affiliates, nor shall the LSP state or imply that there is any joint business association or similar arrangement with SWBT in the provision of telecommunications services to its own customers. The LSP may brand services included in this Appendix with its own brand name, but SWBT will not provide for LSP branding of those services.
8. SWBT shall provide the services covered by this Appendix subject to availability of facilities.
9. An End User Common Line (EUCL) charge will continue to apply for each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.

10. Where available, SWBT will afford LSP end users with the ability to make 911 calls. LSP shall be responsible for collecting and remitting all applicable 911 surcharges on a per line basis to the PSAP.
11. Where requested by SWBT, the LSP shall provide SWBT with accurate and complete information regarding end users in a format and time frame prescribed by SWBT, for purposes of 911 administration.
12. SWBT shall provide LSP's end users access to SWBT Directory Assistance Service. LSP shall pay SWBT amounts attributable to Directory Assistance services used by LSP's end users. Discounts associated with the utilization of Directory Assistance Service are outlined in the attachments to this Appendix.
13. SWBT shall provide, at no additional charge, a straight line listing of the LSP end user in the appropriate SWBT local White Pages. Subscriber listing information on resold lines shall remain the property of SWBT.
14. Enhanced Listing services (e.g., signature listings) can be purchased by LSP for its end users on a per listing basis. LSP shall pay SWBT amounts attributable to Enhanced Listing services used by LSP's end users. The attachments outline the discounts associated with such enhanced listing services.
15. SWBT or its agents will deliver local White Pages directories to LSP end user's premises at the same time directories are delivered to SWBT end users.

LSP end users shall be entitled to one directory per basic residential or business line provided by SWBT pursuant to this Agreement.

SWBT, or its agents, shall deliver a White Pages Directory to LSP end users' premises at the same time that such directories are delivered to SWBT end users. If an LSP's end user already has a current SWBT directory, SWBT shall not be required to deliver a directory to that end user until new directories are published for that end user's location.

16. SWBT shall provide LSP's end users access to SWBT's Operator Services. LSP shall pay SWBT amounts attributable to Operator Services used by LSP's end users. Discounts associated with the utilization of Operator Services features are outlined in the attachments to this Appendix.
17. When LSP converts an end user currently receiving non-complex service from the SWBT network, without any changes to SWBT's network, LSP will be charged a per-order conversion charge of \$16.65 in Texas and \$28.00 in the four northern states. When LSP converts an end user with non-complex service and adds or changes are made to the network, the respective \$16.65 or \$28.00 conversion charge will apply, as well as any normal service order charges associated with said changes. All nonrecurring service connection charges,

excluding the conversion charge mentioned above, will be charged at a discount for those services listed in Attachments A and B. Complex orders will be charged at a higher rate.

18. For the purposes of ordering service under this Agreement, all requests for service shall be handled as an initial request for service under one service order. The additional line rate for Service Order Charges shall apply only to those requests for additional residential service at the end user's same location where a residential line is currently provided on SWBT's network, regardless of the non-facilities based local service provider of record.
19. If the LSP is in violation of a provision of this Appendix, SWBT will notify the LSP of the violation in writing. Such notice must refer to the specific provision being violated. At such time, the LSP will have thirty (30) days to correct the violation and notify SWBT in writing that the violation has been corrected. SWBT will then bill the LSP for the charges which should have been collected by SWBT or the actual revenues collected by the LSP from its end users for the stated violation, whichever is greater. Should the LSP dispute the violations, it must notify SWBT within fourteen (14) days. Disputes will be resolved as outlined in Section XIX of the Agreement.

#### **RESPONSIBILITIES OF SWBT**

1. SWBT shall allow LSP to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by telephone call or facsimile until electronic interface capability has been established. SWBT, with input from LSP, shall provide interface specifications for electronic access for these functions to LSP once such electronic interfaces become technically feasible and are in place. However, LSP shall be responsible for modifying and connecting any of its systems with SWBT provided interfaces when such interfaces become available.
2. SWBT shall implement LSP service orders within the same time intervals SWBT uses to implement service orders for similar services for its own end users. LSP, on behalf of its end users, shall be entitled to a service guarantee under the same terms and conditions as contained in SWBT's corresponding tariff under Service Guarantee.
3. LSP will have the ability to report trouble for its end users to appropriate SWBT trouble reporting centers 24 hours a day, 7 days a week. LSP will be assigned a customer contact center when initial service agreements are made. LSP end users calling SWBT will be referred to LSP at the number provided by LSP.

Methods and procedures for ordering and trouble reporting are outlined in the Handbook for Non-Switched Based Providers dated 11/15/95, as amended by SWBT from time to time. Both parties agree to abide by the procedures contained therein.

4. SWBT will provide LSP with the detailed billing information in a standard electronic format necessary for LSP to issue a bill to its end users. After 1/1/97, LSP will have the option of receiving daily usage to monitor the patterns of its end users' usage sensitive services.
5. SWBT shall make telecommunications services that SWBT provides at retail to subscribers who are not telecommunications carriers available for resale consistent with its obligation under §251(c)(4)(A) of the Telecommunications Act. SWBT shall use the Accessible Letter process to notify LSP of new services available for resale during the term of this Agreement. The notification shall advise LSP of the category in which such new service shall be placed and the same discount already applicable to LSP in that category shall apply to the new service.

Furthermore, to the extent that a federal or state regulatory agency adopts a final order establishing wholesale discounts under §252(d)(1) of the Telecommunications Act, which is not stayed and which directs SWBT to apply state-specific wholesale discount percentages which are different from those incorporated within this Agreement, either Party shall have the option of converting to that discount level upon ten (10) days written notice to the other Party.

#### **RESPONSIBILITIES OF LSP**

1. Prior to submitting an order under this Appendix, LSP shall obtain written documentation from the end user confirming the end user's request or such documentation as may be required by applicable State laws and regulations. LSP shall make authorization available to SWBT upon request.
2. If an end user notifies SWBT or LSP that its local service provider of record has been changed without authorization (slammed), and wishes to be served by the other Party, the Party receiving such request shall be free to immediately provide service to such end user. Additionally, SWBT shall be free to connect the end user to any LSP based upon the LSP's request.
3. Neither Party shall be obligated by this Appendix to investigate any allegations of slamming on behalf of the other Party or a third party. If either Party agrees to investigate an alleged incidence of slamming on behalf of the other a \$50 investigation fee shall apply.
4. When SWBT receives an order from LSP for services under this Agreement and SWBT is currently providing the same services to another local service provider for the same end user, SWBT shall notify the end user's local service provider of record of such order coincident with processing the order. It shall then be the responsibility of the local service provider of record and LSP to resolve any issues related to the end user. This paragraph shall not apply to new additional lines and services purchased by an end user from multiple LSPs or from SWBT.

5. The LSP agrees to hold harmless and indemnify SWBT against any and all liability and claims, including reasonable attorney's fees, that may result from SWBT acting under this Article.
6. LSP is solely responsible for the payment of charges for all services furnished under this Appendix including, but not limited to, calls originated or accepted at LSP's location and its end users' service locations, with the exception of any other retail services provided directly by SWBT to the end user which SWBT shall be responsible for billing.
7. SWBT shall not be responsible for the manner in which the use of resold service, or the associated charges are allocated to others by LSP. All applicable rates and charges for such services will be billed to and shall be the responsibility of LSP, with the exception of other retail services provided directly to the end user by SWBT as described in paragraph 6 above.

Compensation for all services shall be paid regardless of a Party's ability or inability to collect charges from its end user for such service.

8. If LSP does not wish to be responsible for collect, third number billed, 900 and 976 calls, it must order blocking for resold lines under this Appendix and pay any applicable charges.
- 9A. If LSP fails to pay when due, any and all charges billed to them under this Agreement, including any late payment charges (Unpaid Charges), and any portion of such charges remain unpaid more than fifteen (15) days after the due date of such Unpaid Charges, SWBT shall notify LSP in writing that in order to avoid having service disconnected, LSP must remit all Unpaid Charges to SWBT within fourteen (14) business days.
- 9B. If LSP disputes the billed charges, it shall, within the fourteen (14) day period provided for above, inform SWBT in writing which portion of the charges it disputes, including the specific details and reasons for its dispute; immediately pay to SWBT all undisputed charges; and pay all disputed charges into an interest bearing escrow account.
- 9C. Disputes hereunder shall be resolved in accordance with the procedures identified in the Dispute Resolution section of the Interconnection Agreement. Failure of LSP to pay charges deemed owed to SWBT after conclusion of the Arbitration shall be grounds for termination under this section.
- 9D. If any LSP charges remain unpaid or undisputed twenty-nine (29) days past the due date, SWBT shall notify LSP, the Commission and the end user's IXC(s) of Record in writing, that unless all charges are paid within sixteen (16) days, LSP's service shall be disconnected and its end users shall be defaulted to SWBT local service. SWBT will also suspend order acceptance at this time.

- 9E. If any LSP charges remain unpaid or undisputed forty (40) days past the due date, LSP shall, at its sole expense, notify its end users, the Commission and the end user's of Record that their service may be disconnected for LSP failure to pay Unpaid Charges, and that its end users must affirmatively select a new local service provider within five (5) days. The notice shall also advise the end user that SWBT will assume the end user's account at the end of the five (5) day period should the end user fail to select a new local service provider.
- 9F. If any LSP charges remain unpaid or undisputed forty-five (45) days past the due date, SWBT shall disconnect LSP and transfer all LSP's end users who have not selected another local service provider directly to SWBT's service. These end users shall receive the same services provided by SWBT through LSP at the time of transfer. SWBT shall inform the Commission and the end user's IXC(s) of Record of the names of all end users transferred through this process. Applicable service establishment charges for switching end users from LSP to SWBT shall be assessed to LSP.
- 9G. Within five (5) days of the transfer (50 days past LSP's due date), SWBT shall notify all affected end users that because of an LSP's failure to pay, their service is now being provided by SWBT. SWBT shall also notify the end user that they have thirty (30) days to select a local service provider.
- 9H. SWBT may discontinue service to LSP upon failure to pay undisputed charges as provided in this section, and shall have no liability to LSP or LSP end users in the event of such disconnection.
- 9I. If any end user fails to select a local service provider within thirty (30) days of the change of providers (80 days past LSP's due date), SWBT shall terminate the end user's service. SWBT shall notify the Commission and the end user's IXC of Record of the names of all end users whose service has been terminated. The end user shall be responsible for any and all charges incurred during the selection period.
- 9J. Nothing herein shall be interpreted to obligate SWBT to continue to provide service to any such end users. Nothing herein shall be interpreted to limit any and all disconnection rights SWBT may have with regard to such end users.
- 9K. After disconnect procedures have begun, SWBT shall not accept service orders from LSP until all unpaid charges are paid. SWBT shall have the right to require a deposit equal to one month's charges (based on the highest previous month of service from SWBT) prior to resuming service to LSP after disconnect for nonpayment.
- 10. LSP shall be responsible for modifying and connecting any of its systems with SWBT-provided interfaces as described in this Appendix.

11. LSP shall be responsible for providing to its end users and to SWBT a telephone number or numbers that LSP's end users can use to contact LSP in the event of service or repair requests. In the event that LSP's end users contact SWBT with regard to such requests, SWBT shall inform the end user that they should call LSP and may provide LSP contact number. The requirements herein are subject to additional terms and conditions in Section VI.E.2. (Support System Services) of the Agreement.

**Southwestern Bell's Resale Product\* List - Residence  
Oklahoma**

	<b>AVOIDED COST DISCOUNTS</b>	
	<b><u>RECURRING</u></b>	<b><u>NON-RECURRING</u></b>
<b><u>LOCAL EXCHANGE SERVICE</u></b>		
Residence 1 Party	17.5%	17.5%
Residence Measured	17.5%	17.5%
<b><u>EXPANDED LOCAL CALLING</u></b>		
Expanded Local Calling (Mandatory)	17.5%	17.5%
Mandatory Extended Area Calling Service (EACS)- 1 Party	17.5%	17.5%
Mandatory EACS - One element measured, 1 Party	17.5%	17.5%
<b><u>CALL MANAGEMENT SERVICES</u></b>		
Auto Redial	17.5%	17.5%
Call Blocker	17.5%	17.5%
Call Forwarding	17.5%	17.5%
Call Forwarding - Busy Line	17.5%	17.5%
Call Forwarding - Busy Line/Don't Answer	17.5%	17.5%
Call Forwarding - Don't Answer	17.5%	17.5%
Call Return	17.5%	17.5%
Call Trace	17.5%	17.5%
Call Waiting	17.5%	17.5%
Calling Name	17.5%	17.5%
Calling Number	17.5%	17.5%
ComCall®	17.5%	17.5%
Personalized Ring (1 dependent number)	17.5%	17.5%
Personalized Ring (2 dependent numbers - 1st number)	17.5%	17.5%
Personalized Ring (2 dependent numbers - 2nd number)	17.5%	17.5%
Priority Call	17.5%	17.5%
Remote Access to Call Forwarding	17.5%	17.5%
Selective Call Forwarding	17.5%	17.5%
Simultaneous Call Forwarding	17.5%	17.5%
Speed Calling 8	17.5%	17.5%
Speed Calling 30	17.5%	17.5%
Three Way Calling	17.5%	17.5%
<b><u>DIRECTORY ASSISTANCE SERVICES</u></b>	17.5%	17.5%

\* Some products not available in all areas.

Resale products available subject to state and federal rules, regulations and tariffs.



**Southwestern Bell's Resale Product\* List - Residence  
Oklahoma**

	<b>AVOIDED COST DISCOUNTS</b>	
	<b><u>RECURRING</u></b>	<b><u>NON-RECURRING</u></b>
<b><u>OTHER</u></b>		
Customer Alerting Enablement	17.5%	17.5%
Grandfathered Services	17.5%	17.5%
Hot Line	17.5%	17.5%
Local Operator Assistance Service	17.5%	17.5%
Packages	17.5%	17.5%
Promotions (greater than 90 days)	17.5%	17.5%
Preferred Number Service	17.5%	17.5%
Toll Restriction	17.5%	17.5%
TouchTone	17.5%	17.5%
Voice Dial	17.5%	17.5%
Warm Line	17.5%	17.5%
<b><u>TOLL</u></b>		
900 Call Restriction	17.5%	17.5%
Home 800 <sup>sm</sup>	17.5%	17.5%
IntraLATA MTS	17.5%	17.5%
Toll Billing Exception	17.5%	17.5%
<b><u>NON-TELECOMMUNICATION SERVICES</u></b>		
Bill Plus <sup>sm</sup>	17.5%	17.5%
Consolidated Billing	17.5%	17.5%
Customer Initiated Suspension and Restoral Service	0.0%	0.0%
Enhanced Directory Listings	17.5%	17.5%

\* Some products not available in all areas.

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